

**EXHIBIT A**RECEIVED  
CENTRAL FAX CENTER

AUG 06 2007

THIS LICENSE AGREEMENT is made and entered into as of this **Redacted** ("Effective Date"), by and between the MEDICAL COLLEGE OF GEORGIA RESEARCH INSTITUTE, INC., a nonprofit Georgia corporation with offices located in the Medical College of Georgia, 1120 15th Street, Room CJ-3301, Augusta, Georgia 30912-4810 (hereinafter referred to as "MCGRI") and Elixir Pharmaceuticals, Inc. a Massachusetts corporation with corporate headquarters located at One Kendall Square, 5<sup>th</sup> Floor, Building 1000, Cambridge, Massachusetts 02139 (hereinafter referred to as LICENSEE").

**WITNESSETH**

WHEREAS, the Medical College of Georgia Research Institute (MCGRI) is the assignee of all right, title, and interest in inventions developed by employees of The Medical College of Georgia (MCG) and is responsible for the protection and commercial development of such inventions; and

WHEREAS, Vadivel Ganapathy, Katsuhisa Inoue, You-Jun Fei, during the course of their employment by the Medical College of Georgia (MCG), developed certain inventions (MCG Case #019-02 and 013-03) more fully defined as Non Provisional Patent Application 10/718,359 "NaCT as a Target for Life Expansion and Weight Reduction" (Exhibit A) and

WHEREAS, MCGRI wants to have the inventions further developed and made available in commerce for use by the public; and

WHEREAS, LICENSEE represents that it has the necessary expertise and resources to develop and commercialize the inventions; and

WHEREAS, LICENSEE wishes to obtain certain rights to pursue the development and commercialization of the inventions; and

WHEREAS, MCGRI wishes to grant LICENSEE such rights in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and the premises herein contained, the parties, intending to be legally bound, hereby agree as follows.

**ARTICLE 1. DEFINITIONS**

The following terms as used herein shall have the following meaning:

REDACTED

1.1.11. "LICENSEE's Development Plan" shall mean EXHIBIT B of this Agreement.

Redacted

REDACTED

**Redacted**

**ARTICLE 2. GRANT OF LICENSE**

2.1 License. MCGRI hereby grants LICENSEE a Worldwide and Exclusive, with right to sublicense, subject to any federal rights, the right and license, under the Licensed Patents and Licensed Technology, to make, have made, use, offer for sale, sell and import Licensed Products and/or Identified Products for the Field of Use in the Licensed Territory during the term of this Agreement.

**REDACTED**

**REDACTED**

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

**REDACTED**

REDACTED

REDACTED

REDACTED

**REDACTED**

REDACTED

**Redacted**

IN WITNESS WHEREOF, MCGRI and LICENSEE have caused this Agreement to be signed by their duly authorized representatives as of the day and year indicated first above.

MEDICAL COLLEGE OF GEORGIA  
RESEARCH INSTITUTE, INC.

By: Betty Aldridge

Name: Betty Aldridge

Title: Executive Director

LICENSEE:

By: Alan Watson

Name: Alan Watson

Title: Chief Business Officer

Exhibit A**Licensed Patents****NaCT as Target for Lifespan Expansion and Weight Reduction**

Type of Application	Date of Submission/Issue	Application/Serial Number
<i>Non-Provisional (Regular Utility)</i>	November 20, 2003	10/718,359

Exhibit B

Indy research/development plan

Biochemical assays

The goal of the licensed research is to identify hit molecules (the "product") that block transport of citrate via the Indy/SLC13A5 (NaCT) cell surface transporter. These hits form the basis of a drug discovery program intended to treat metabolic disorders.

**REDACTED**